

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

<b>UNITED STATES OF AMERICA</b>	*	<b>CRIMINAL NO.: 11-156</b>
<b>v.</b>	*	<b>SECTION: "A"</b>
<b>ALICIA VICTORIA GEE</b>	*	

\* \* \*

**FACTUAL BASIS**

Should this matter have gone to trial, the Government would have proved, through the introduction of competent testimony and admissible tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the Bill of Information now pending against the defendant, **ALICIA VICTORIA GEE**. The defendant has agreed to plead guilty as charged in the Bill of Information, charging her with theft of government funds in violation of 18 U.S.C. § 641 (Count 1), possession of contents of stolen mail, in violation of 18 U.S.C. § 1708 (Count 2), and identity theft, in violation of 18 U.S.C. § 1028(a)(7)(Count 3).

**COUNT 1: THEFT OF GOVERNMENT FUNDS**

The Government would submit documents and testimony from witnesses that prior to Hurricane Katrina, (August 29, 2005), the defendant **ALICIA VICTORIA GEE ("GEE")** lived with her husband, Eric Gregory Gee in the family home located at 716 Lynette Drive, Metairie, Louisiana. The property was purchased by Eric Gee on June 1, 2005 from his mother, Joyce Dufore Gee.

An official of the Federal Emergency Management Agency (“FEMA”) would testify that on August 29, 2005, Hurricane Katrina made landfall in Louisiana causing widespread damage to the Gulf Coast region of Louisiana, including the New Orleans area. FEMA immediately provided disaster assistance to the individuals affected by the storm including emergency assistance funding. FEMA was an agency of the United States providing emergency assistance which was funded by the federal government.

Evidence would be presented that on or about August 31, 2005, the defendant, **ALICIA VICTORIA GEE**, applied for emergency assistance from Farmers Insurance Group (“Farmers”), the insurer of her home located at 716 Lynette Drive, Metairie, LA. An official from FEMA would testify that homes in defendant’s neighborhood did not flood as a result of Hurricane Katrina. Additionally, R.F. would testify that he lives at 712 Lynette Drive, Metairie, LA which is next door to the defendant’s home at 716 Lynette Drive and there was no flooding in their neighborhood as a result of Katrina.

A witness would testify that although defendant and her family evacuated to Georgia before the storm, she saw the defendant at her home located at 716 Lynette Drive, Metairie, Louisiana on September 8, 2005. Documents would be introduced proving that later that same day, the property located at 716 Lynette Drive, Metairie, LA 70003 experienced an electrical fire and the house was rendered uninhabitable. As a result of the fire, the ability to determine whether or not the property sustained flood damage was destroyed.

An official from FEMA would testify that on or about September 12, 2005, the defendant, **ALICIA VICTORIA GEE**, applied for FEMA assistance for damages to the property located at 716 Lynette Drive, Metairie, LA 70003 as a result of Hurricane Katrina and failed to identify that

the property was insured by Farmers. The FEMA official would further testify that on or about September 13, 2005, FEMA issued a letter to the defendant, **ALICIA VICTORIA GEE**, stating that, by law, FEMA cannot pay for damages that were covered by insurance.

An official from Farmers Insurance Company would testify that Farmers paid approximately \$173,228, pursuant to Policy # 0927731508, to Eric Gee and the defendant, **ALICIA VICTORIA GEE**, for loss of contents, living expenses and the replacement value of their home located at 716 Lynette Drive, Metairie, LA. A FEMA official would testify that defendant, **ALICIA VICTORIA GEE**, received approximately \$57,455 from FEMA for rental assistance and loss of personal property of which \$53,097 was fraudulently obtained.

A FEMA official would testify that on or about November 22, 2005, the defendant **ALICIA VICTORIA GEE** called FEMA and changed her status from “home owner” to “renter.” The defendant stated that her husband, Eric Gee was her brother, not her husband, and that the residence on Lynette Drive was also Eric Gee’s primary residence. On January 3, 2006, the defendant called FEMA again and stated that she is the sister of Eric Gee, and she rents two bedrooms with a private bath from her brother Eric Gee. A certified copy of defendant’s certificate of marriage to Eric Gee, dated May 28, 1994 and issued by the State of Louisiana, would be offered as evidence that the defendant, **ALICIA VICTORIA GEE**, and Eric Gee were lawfully married on and before August 29, 2005. On January 14, 2006, the defendant **ALICIA VICTORIA GEE** contacted FEMA and claimed she was renting property from P.D. on North Sibley Street in Metairie, LA. Defendant further stated to FEMA that she paid \$600.00 a month in rent to Eric Gee before Hurricane Katrina.

A FEMA official would also testify that on January 14, 2006, the defendant **ALICIA VICTORIA GEE** submitted an application for continued need for housing and signed a declaration

stating “I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain additional disaster aid, it is a violation of Federal and state laws, which carry severe criminal and civil penalties.” A copy of defendant’s signed application would be offered as evidence at trial.

A Postal Inspector would testify that the defendant, **ALICIA VICTORIA GEE**, continued to fraudulently represent to FEMA that she was renting the home owned by P.D. and paying P.D. rent in the amount of \$1,800 per month from January 1, 2006 until April 2008 when FEMA benefits ceased because the defendant **GEE** had reached the maximum amount of money FEMA could award. Additionally, **GEE** submitted to FEMA a fraudulent lease agreement between **GEE** and P.D. to rent P.D.’s property on North Sibley in Metairie, LA for \$ 1,800 a month starting on January 1, 2006 and continuing on a month to month basis. P.D. would testify that she did not draft or sign the lease **GEE** submitted to FEMA and P.D. never enter into a rental agreement with **GEE**.

A Postal Inspector would also testify that at no time did the defendant **ALICIA VICTORIA GEE** enter into a rental agreement or pay rent to either P.D. or Eric Gee. A Postal Inspector would further testify that on September 26, 2005, the defendant **ALICIA VICTORIA GEE** and her husband, Eric Gee, signed a lease with W.F. to rent property located at 804 Lynette Drive in Metairie. W.F. would testify that defendant resided and rented the home he owned at 804 Lynette Drive until W.F. evicted the defendant in January 2007 for failure to pay three months rent. A.L. would testify that the defendant **GEE** rented a property located on Massachusetts Avenue in Kenner from February 2007 until June 2007 and submitted several rental checks which were returned for insufficient funds.

M.R. would testify that **GEE** rented a home located at 916 North Sibley in Metairie, which is the same street that P.D. lives on. Defendant **GEE** signed a lease to rent the property starting on June 12, 2007 for \$1,200 per month. M.R. would testify that **GEE** was evicted from the property on September 26, 2007 for failure to pay rent. C.K. would testify that defendant **GEE** entered into a rental agreement at 1116 Lynette Drive in Metairie, LA on August 23, 2007 and is currently residing at that address.

The defendant, **GEE**, admits that her FEMA application for rental assistance and loss of personal property were false and fraudulent and that she submitted these claims to FEMA as detailed above to falsely and fraudulently obtain FEMA emergency assistance she knew she was not entitled to. The defendant, **GEE** admits that from on or about June 6, 2006 to on or about October 25, 2007, FEMA provided **GEE** with funds for personal property and rental assistance in the amount of \$41,730 and defendant used the FEMA funds for her own use. The Government and defendant, **ALICIA VICTORIA GEE**, agree that the restitution outstanding to FEMA is \$53,097.

## **COUNT 2: POSSESSION OF STOLEN MAIL**

Jefferson Parish Sheriffs' Office detectives would testify that on December 12, 2008, they searched the defendant's residence at 1116 Lynette Drive, Metairie, LA 70003 pursuant to a state issued search warrant. While searching the residence, the detectives found the contents of an envelope address to P.D., at \*\*\*\* N. Sibley Street, Metairie, Louisiana, 70003, which had been stolen from the mail box belonging to P.D. The contents of the envelope was one Bank of America bank account statement dated February 2008 and three Bank of America convenience checks numbers 1123, 1124, and 1125 from the bank account of P.D., bearing account number \*\*\*\* \*\*\*\*  
\*\*\*\* 8922.

A Jefferson Parish Sheriffs' Office detective would further testify that when defendant, **ALICIA VICTORIA GEE**, gave detectives a voluntary statement on December 12, 2008, **GEE** admitted that P.D. was a very good friend and admitted to unlawfully removing mail matter belonging to P.D. from P.D.'s mailbox so that **GEE** could use the stolen checks to start a business.

### **COUNT 3: IDENTITY THEFT**

A Postal Inspector would testify that on or about May 3, 2008, the defendant, **ALICIA VICTORIA GEE**, purchased a red Gateway Notebook computer model GTW M6841 and one ACER ASPIRE Intel desktop computer model # ACA AM564OU5403A, with an aggregate value of \$1,000 or more, from a Circuit City Store in Kenner, Louisiana, using the social security number, XXX-XX-5276, which was issued to "P.D." At that time, the defendant, **ALICIA VICTORIA GEE**, also knowingly possessed without lawful authority the social security card and driver's license, which belonged to P.D.

A credit card application for a Circuit City Rewards Visa credit card with Chase Bank would be introduced into evidence which shows that the defendant **ALICIA VICTORIA GEE** applied for the Visa card when purchasing the computers at Circuit City and used P.D.'s name, date of birth, street address, and social security number XXX-XX-5276 on the application. Jefferson Parish Sheriffs' Office detectives would testify that they searched the defendant's residence at 1116 Lynette Ave, Metairie, LA, on December 12, 2008, pursuant to a state issued search warrant. While searching the residence, detectives found the red Gateway computer purchased at Circuit City, the Circuit City Rewards Visa credit card issued in P.D.'s name, as well as P.D.'s social security card and driver's license. P.D. would testify that she did not purchase the computers at Circuit City, she did not apply for a Circuit City Rewards Visa credit card and she did not authorize the defendant to

apply for a credit card or make a purchase in her name. P.D. would further testify that defendant **GEE** admitted to her that she stole her wallet which included her driver's license, social security card and multiple credit cards. A representative from Chase Bank would testify that defendant **GEE** wrote a letter to Chase Bank admitting responsibility for the charges on the Circuit City credit card and promising to pay Chase Bank for the outstanding balance. A copy of the letter would also be admitted into evidence at trial.

A Postal Inspector would testify that both computers purchased by the defendant, **ALICIA VICTORIA GEE**, were manufactured, shipped and transported in interstate and/or foreign commerce.

Both the Government and the defendant, **ALICIA VICTORIA GEE**, do hereby stipulate and agree that the above facts set forth a sufficient factual basis for the crimes to which the defendant is pleading guilty and that the Government would have proven these facts beyond a reasonable doubt at trial.

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**JULIA K. EVANS** (DATE)  
Assistant United States Attorney

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**ALICIA VICTORIA GEE** (DATE)

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**STEPHEN C. D'ANTONI** (DATE)  
Counsel for Defendant